

From: [Wangeman, Cheryl](#)
To: pportan@sl.universalservice.org
Cc: [Richard E. Bump](#); [Wood, Vicki](#); [Wallace, Tina](#); [Smith, Diane](#)
Subject: FW: USAC Response - E-Rate request Lewis Palmer
Date: Friday, July 09, 2010 12:44:07 PM
Attachments: [Response to USAC - July 2010-v1.docx](#)
[Attachments A-F to Response to USAC-v1.pdf](#)
[USAC Response.pdf](#)

Pina Portanova –

Please find attached a cover letter (Response to USAC –July 2010-V1.docx), our response (USAC Response.pdf) and the attachments to the response (Attachments A-F to Response to USAC-v1.pdf).

We appreciate the additional time you allotted us to fully review the issue and complete a detailed response.

Please call me or email me to confirm receipt of this email response.

Thank you.

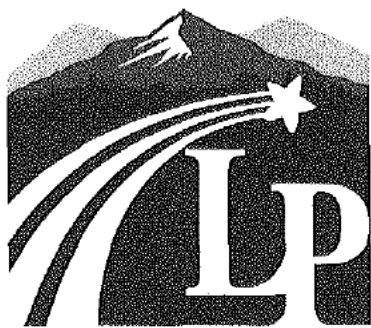
Cheryl Wangeman

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Assistant Superintendent of Operations
Lewis Palmer School District #38
PO Box 40
Monument Colorado 80132



"In Pursuit of Excellence"

LEWIS-PALMER SCHOOL DISTRICT #38

146 Jefferson Street, P.O. Box 40
Monument, Colorado 80132-0040

Administration Office:
Phone 719-488-4700
Fax 719-488-4704
www.lewispalmer.org

July 9, 2010

Via Email: pportan@sl.universalservice.org

Pina Portanova
USAC, Schools and Libraries Division

Re: Your Letter Dated June 4, 2010
Lewis-Palmer School District #38
Application Numbers: 674533, 733603

Dear Ms. Portanova:

We are in receipt of your letter dated June 4, 2010. In consultation with our general counsel, Caplan and Earnest LLC, we are happy to respond to the concerns that you raised in your letter. For the reasons discussed below, we respectfully ask that you reconsider your proposed denial of the fiscal year 2009 and 2010 E-rate funding related to Form 470 #154310000592612. The referenced Form 470 included a fair and open competitive bidding process that was free from conflicts of interest.

Existing Business Relationship

Initially, we believe that it is important to draw two important distinctions. First, there is a difference between (a) "gifts," and (b) payment for expenses pursuant to an existing contractual relationship. Second, there is a difference between (a) expenditures made in the maintenance and support of an existing customer, and (b) expenditures made relating to a future possible customer. Lewis-Palmer School District had an ongoing, existing contractual relationship with Trillion for years prior to the posting of the above-referenced Form 470. In reference to these important distinctions, therefore, the expenditures by Trillion were made in maintenance and support of the School District as an existing customer, and were payments for expenses pursuant to an existing contractual relationship.

Of the \$1,407.51 described in the Expense Summary provided by Trillion, only \$25 is properly classified as a "gift." This gift was sent on December 18, 2006, just one week before Christmas. It is apparent that Trillion sent a de minimis gift to an existing customer during the holiday season. This small gift had nothing to do with the extensive public request for proposal process (RFP) conducted by the District as part of the posting of the Form 470. Likewise, Steve Endicott's receipt of a \$45 ski pass over eight months earlier had nothing to do with the November RFP. The skiing was in conjunction with a retreat to build Mr. Endicott's familiarity

with Trillion's products and people, with whom he was required to work with on a weekly basis. The short recreational activity was designed to improve the existing contractual relationship with Trillion by allowing the parties to get to know one another outside their offices. Such activity is typical, and in fact encouraged, in business relationships like the one we had with Trillion in 2006. Mr. Endicott was the District's Director of Information Systems at the time and Ms. Tracey Lehman (now retired) was the Director of Instructional Technology and the person responsible for certifying the Form 470.

The remaining expenditures listed on the Summary were also in the context of an existing contractual relationship with Trillion. As indicated above, we have had contracts with Trillion since February 4, 2003 to provide internet-related support and services. These contracts were based on Form 470 #321000000428104 (FY 2003 Application 355593 FRNs 1018537 and 1010951; FY 2004 Application 393548 FRNs 1112552 and 1112562; FY 2005 Application 441721 FRN 1221236; FY 2006 Application 507363 FRN 1395333), and Form 470 #265940000566342 (FY 2006 Application 507363 FRN 1395122). Mr. Endicott's travel and expenses during 2006 related directly to these existing contracts. For example, in January and February 2006, Mr. Endicott attended and spoke at the conference of a nonprofit organization committed to the dissemination of educational technology information. Through this conference he was able to share his experiences with other educators, and gain from their diverse perspectives. The VTEC Conference that Mr. Endicott attended in July 2006 was a conference for users of technology that is sold by many providers, including Trillion. Like the other expenditures, this conference related directly to the ongoing contractual relationship that we had with Trillion.

No Conflict of Interest

The receipt of occasional, nonpecuniary gifts of insignificant value from a current provider does not create a per se conflict of interest. There is no such guidance from the FCC. In addition, the USAC website nowhere provides such guidance. In fact, USAC has a PowerPoint presentation on its website that specifically provides, "know and follow your state and local rules regarding acceptance of gifts."¹ This statement specifically contemplates that gifts may be received under certain conditions.

We understand that compliance with state and local rules in the receipt of gifts is not dispositive, but as further indication of our commitment to ethical standards and conduct in all matters, including the competitive bidding process, we would like to point out that the following are not considered gifts of substantial value, and thus can be accepted by a local government employee under Colorado law: "an occasional nonpecuniary gift, insignificant in value;" "reimbursement for actual and necessary expenditures for travel and subsistence for attendance at a convention or other meeting at which the . . . employee is scheduled to participate;" "acceptance of an opportunity to participate in a . . . meeting which is offered to such . . . employee which is not extraordinary when viewed in light of the position held by such . . . employee;" and "items of perishable or nonpermanent value, including, but not limited to, meals, lodging, [and] travel expenses."² All of the expenditures met these guidelines.

¹ http://www.usac.org/_res/documents/sl/ppt/2009-training/2009%20Issues%20in%20Competitive%20Bidding.ppt.

² COLO. REV. STAT. §§ 24-18-104(1)(b) and (3)(b) - (f).

Moreover, the competitive bidding process complied with all terms and conditions associated with a bona fide competitive bidding process. First, we understand that 47 C.F.R. § 54.504 provides, “an eligible school, library, or consortium that includes an eligible school or library shall seek competitive bids, pursuant to the requirements established in this subpart.”³ Accordingly, we filed Form 470, put out an RFP, and timely filed Form 471. We complied with all of the terms and conditions associated with a competitive bidding process, and certified twice under oath, “All bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology plan goals.”⁴ We note that there is no provision in the regulations prohibiting the receipt of de minimis gifts or any gifts at all for that matter.

Second, we understand that “[a] fundamental requirement of the E-rate program is that solicitation for services be based on a fair and open competitive bidding process that is free from conflicts of interest.”⁵ Accordingly, we know that the USAC’s website provides, “‘Fair’ means that all bidders are treated the same and that no bidder has advance knowledge of the project information. ‘Open’ means there are no secrets in the process – such as information shared with one bidder but not with others – and that all bidders know what is required of them.”⁶ “[T]he applicant should not have a relationship with a service provider prior to the competitive bidding that would unfairly influence the outcome of a competition or would furnish the service provider with ‘inside’ information or allow it to unfairly compete in any way. For example, a conflict of interest exists when the applicant’s consultant is associated with a service provider that is selected and is involved in determining the services sought by the applicant and the selection of the applicant’s service provider(s).”⁷

Trillion did not have advance knowledge of the project information, and all bidders were treated the same. Accordingly, the competitive bidding process was “fair.” There were no secrets in the process, and all bidders knew what was required of them; all requirements were listed on the Form 470. Accordingly, the competitive bidding process was “open.” Our relationship with Trillion was, and remains, a professional contractual relationship. It is not the type of relationship that would allow Trillion to unfairly compete in any way. Trillion was not at all involved in determining the services we sought or in the selection of our providers.

Mr. Endicott did not and does not have any affiliation with any of our providers. Our requirements on Form 470 and in our RFPs were not at all adjusted to meet Trillion’s needs, and Trillion played absolutely no role whatsoever in the development of those requirements. The parties remained at arm’s-length throughout the competitive bidding process. “As the Commission found in the *Aberdeen School District Order*, the goal of the competitive bidding process is to ensure that E-rate funding is not wasted because an applicant agrees to pay a higher

³ 47 C.F.R. § 54.504(a).

⁴ 47 C.F.R. § 54.504(b)(2)(vii), (b)(3)(xi); *see also* 47 C.F.R. § 54.511(a).

⁵ *Request for Review of a Decision of the Universal Service Administrator by Lazo Technologies, Inc., et al.*, File Nos. SLD-360412, *et al.*, CC Docket No. 02-6, Para. 5.

⁶ <http://www.usac.org/sl/applicants/step03/run-open-fair-competition.aspx>.

⁷ <http://www.usac.org/sl/applicants/step03/run-open-fair-competition.aspx>.

price than is otherwise commercially available.”⁸ Our competitive bidding process ensured that E-rate funding would not be wasted.

Mr. Endicott Participated in a Bona Fide Competitive Bidding Process

Documents from October, November, and December 2006 demonstrate that Mr. Endicott was impartial and participated, with his superiors, in a fair and open competitive bidding process that was free from conflicts of interest. Contracts were ultimately awarded by our Board of Education following a public RFP process and the recommendation of our administrative staff, including then Assistant Superintendent Dr. Raymond Blanch.

On October 5, 2006, Mr. Endicott sent a memorandum to Dr. Blanch in which he opined the VoIP would not be eligible for E-rate and suggested purchasing a system for in-house maintenance instead of contracting with *any* provider. He presented a PowerPoint presentation shortly thereafter in which he described how we might send out an RFI for the purchase of a system instead of contracting for VoIP services. If he was committed to a contract with Trillion, surely Mr. Endicott would not have suggested departing from *any* contract altogether. Mr. Endicott’s October 5, 2006 memorandum is included in Attachment A; the referenced PowerPoint presentation is included in Attachment B.

On November 15, 2006, after we learned that E-rate may be possible for VoIP, Mr. Endicott emailed numerous providers to review the RFPs relating to Form 470. The USAC website provides, “Applicants *may*: Use RFPs or other solicitation methods tailored to specific needs and circumstances in addition to the required Form 470.”⁹ RFPs are not required to create a competitive bidding process. Yet, we used detailed RFPs and Mr. Endicott emailed numerous providers with a link to those RFPs. Mr. Endicott’s email is included in Attachment C. The VoIP RFP is included in Attachment D and the WAN RFP is included in Attachment E.

On December 19, 2006, Mr. Endicott emailed all applicants to provide additional specifications and requirements. Again, if he was planning to select Trillion anyway, there is no reason that he would have taken the time to do this. In fact, the contract could have been awarded six days earlier, on December 13, 2006. Yet, Mr. Endicott continued to search for the best possible options. The December 19, 2006 addenda to the RFPs are included in Attachment F. We did not select Trillion until January 19, 2006, which was over one month after the first allowable contract date.

In short, we went above and beyond what was required of us in the competitive bidding process.

As further evidence of the competitive bidding process participated in by Mr. Endicott, another Form 470 (#266780000594238) that was filed only one day after the 470 at issue in this response requested many services that are provided by Trillion. Yet, the contracts relating to this contemporaneous 470 were awarded to entirely different providers including Qwest Corporation

⁸ *Request for Review of a Decision of the Universal Service Administrator by Albert Lea Area Schools, Albert Lea, Minnesota, et al.*, File Nos. SLD-517274, *et al.*, CC Docket No. 02-6, para. 8 (*internal citation omitted*).

⁹ <http://www.usac.org/sl/applicants/step03/> (*emphasis added*).

(SPIN #143005231), Level 3 Communications, LLC (SPIN #143021460), Affinity Telecom, Inc. dba C-Com (SPIN #143024740), Nextel West Corp (SPIN #143000893), Infinite Campus Inc. (SPIN #143029587), and Customer Acquisition, LLC (SPIN #143023207).

Conclusion


Out of the four providers that submitted bids, taking into account the discounted E-rate services that Trillion could provide, Trillion was the lowest bidder. In selecting a provider, "price should be the primary factor considered."¹⁰ We selected Trillion because it offered the lowest price and the best value. If we were prohibited from selecting Trillion because we had an existing contractual relationship with it, USAC would have been required to subsidize greater costs, and the entire purpose of the competitive bidding process would have been subverted.

Nowhere does USAC or the FCC require that a provider with whom there is an existing contractual relationship be excluded from a competitive bidding process. Such a policy would be completely inconsistent with the goals of a competitive bidding process. If it is USAC's intent to deny the FRNs relating to Trillion for fiscal years 2009 and 2010, we may likely be forced to initiate a new competitive bidding process for fiscal year 2011 in which Trillion is excluded. Excluding Trillion will likely cost USAC and our school district more money because we may be relegated to choose a provider with higher prices than those offered in our current, long-term contract with Trillion. We respectfully ask that USAC reconsider its proposed determinations with respect to the pending FRNs.

We trust that we have sufficiently responded to your questions and concerns. We have always and will continue to conduct a competitive bidding process relating to Forms 470. Please confirm that the referenced FRNs will not be denied or rescinded.

Thank you for your kind consideration of our response.

Sincerely,



Cheryl Wangeman
Assistant Superintendent of Operations
Lewis-Palmer School District #38
146 Jefferson Street
P. O. Box 40
Monument, CO 80132
Telephone: (719) 488-4705
Fax: (719) 488-4704
CWangeman@lewispalmer.org

¹⁰ 47 C.F.R. § 54.511(a).

Lewis-Palmer School District #38
Response to Letter Dated June 4, 2010
Application Numbers: 674533, 733603

Attachments

- A.** October 5, 2006 VoIP Memorandum
- B.** VoIP PowerPoint presentation
- C.** November 15, 2006 RFP Emails
- D.** VoIP RFP
- E.** WAN RFP
- F.** December 19, 2006 RFP addenda

4845-1818-4454, v. 1

ATTACHMENT A

October 5, 2006 VoIP Memorandum

D-17

Memo

To: Ray Blanch, Assistant Superintendent
From: Steve Endicott, Manager of Technology
CC: LPSD 38 BoE
Date: October 5, 2006
Re: Update to the Telephone and Voice Mail System Upgrade (VoIP Project)

Ray,

I wanted to bring to your attention some unforeseen challenges that have come up with the Telephone and Voicemail Replacement project, also known as the VoIP Project.

Our intent with the VoIP Project was to replace the district's phone and voicemail systems from funds from the 07-08 fiscal budget, while taking advantage of the approximate 40% E-rate discount we anticipated receiving for the project from the Schools and Libraries Division (SLD) of the USAC.

Each year the SLD reviews the list of eligible services and determines which services will be qualified for discounts, and at which funding level. Well, the SLD has released their preliminary list of eligible services and the "Centrex like" service which was once on the list is now no longer on the list. Centrex services are funded, which is more like a traditional phone system, similar to what we currently have now. "Centrex like" services are more unconventional than standard systems, much like VoIP technology. It is my speculation that the Telco's have successfully lobbied the SLD to make "Centrex like" services ineligible, as they are direct competition to their physical infrastructure based offerings.

Anyhow, assuming we were still going to go forward with this project, this news impacts us several ways:

- ☐ The district would be fully responsible for 100% of the cost, and NOT receive any discount for services.
- ☐ The project no longer needs to be put out for bid during the "E-Rate Window", as it is looking like it is not a service that will be eligible. So, we would be free to go for bid at anytime, and award at anytime, with no SLD constraints.
- ☐ The project no longer has to be a managed service. While a fully managed service would be an attractive benefit, it is now no longer a requirement under E-Rate and thus can be managed by LPSD Technology Services staff. A less expensive maintenance contract with the chosen vendor would now be able to be entertained.

I am still proceeding with our two previous "vendors of choice" right now, as they both have invested some time and equipment during our demo period. This demo period allows us to see if the technology would work in our district and could be a viable solution for us in the future.

At the time of the initial review of the RFI respondents, we focused significantly on the potential for E-Rate discounts, making the project more economically feasible. Now that the E-Rate discount will most likely not be supported, we should look closer at all of the respondents and their pricing structures. For example, there is one vendor that was close to \$350,000 for equipment, which included telephone handsets (which could never fall under the E-Rate discount) but we disregarded their response as they were not E-Rate eligible.

I would recommend that we continue to proceed with the RFP process on the same timeline we established before, provided the Board of Education and District Administrators understand that we will most likely be fully responsible for 100% of the costs, if we awarded a contract after the RFP process. We would still need to figure out how that will impact the budget and/or if we can work with a vendor to extend those costs over a multi year period, much like we would have done with the E-Rate version of the project.

Please express to the Board of Education and the District Administration that I did not anticipate the new restrictions on the SLD's eligible list of services and that it was a complete surprise to me as well as our vendors that were planning on offering a solution under that plan.

If there are any questions I can answer, please do not hesitate to let me know.

Thanks,



Steve Endicott
Manager of Technology
Lewis-Palmer School District #38

ATTACHMENT B

VoIP PowerPoint presentation



D.17.

Voice over IP (VoIP) Update

Project Manager: Steve Endicott, Director of Information Systems

Project Objective: Replace Telephone & Voicemail Systems District Wide

Projected Completion Date: TBD

Current Project Lifecycle Phase: Development (Pre-RFP)



Issues Detail

- *Issue 1: PRELIMINARY 2007 Eligible Services from SLD VoIP systems are currently NOT eligible for E-Rate funding.*
 - Impact: Funding is 100% District
 - Action: Initial purchase of approximately \$400,000 for a district wide deployment.
 - Comment: Could be leveraged over a multi year purchase agreement or lease.
- *Issue 2: Service is no longer a “managed service”*
 - Impact: In the past, E-Rate allowed for service to be eligible as a managed service, thus reducing maintenance costs.
 - Action: District would be responsible for maintenance, upgrades, etc of all hardware and software for the life of the product.
 - Comment: Service agreements could be established, but at a 7-10% increase in cost depending on level of service requested.
- *Issue 3: Cannot leverage relationship with WAN vendor*
 - Impact: Not able to combine payments or single point of contact for both WAN and VoIP Services, since not eligible for E-Rate funding
 - Action: Will not be able to proceed with single vendor concept.
 - Comment: Currently finding another partner that sells the same hardware as our WAN vendor.



Recommendations

- Continue to move forward with VoIP project, as the District's Phone and Voicemail systems are still in need of attention.
- Re-write RFP and issue RFP to represent a purchased system instead of a managed service. Still have a maintenance plan as a pricing option for the respondents.
- Create a multi-phased approach for replacement, if approved by the Board of Education.
- Utilize funding from FY06-07 to initiate Phase One.
- Budget Phase Two in FY07-08 and considering leveraging purchase over multi-year period to offset initial Capital expenditures.





Project Phase One

- **Phase One: The Jefferson Campus**
Admin, GBES, Maintenance, and Transportation
 - Approximately \$100,000 for Admin, Maintenance and Transportation
(Includes core hardware for entire project)
 - Approximately \$25,000 for GBES.
 - Allocated FY06-07 Budget is \$100,000.
Would need to acquire additional funding for GBES.
 - The “Campus” must be done together as current facilities share the same voicemail and telephone system.
 - No additional outside phone lines should be needed, as we are utilizing existing PRI lines from Level 3 (formerly ICG).
 - Retain existing phone switch cards and instruments in case emergency hardware is needed for other sites.





Project Phase Two

- Phase Two: WAN Infrastructure Upgrade
 - Existing contract with current WAN Provider expires end of FY07-08. Leverage new contract, 2nd High School addition, and VoIP needed enhancements into another five year, E-Rate contract.
 - Release RFP for WAN upgrade to provide more bandwidth and ability to prioritize voice traffic over WAN links.
 - RFP will also include the 2nd High School WAN connection which will require re-engineering and layout of existing infrastructure.
 - Approximate operating costs are unknown for the upgrade at this time.
 - Award RFP and upgrade WAN infrastructure.





Project Phase Three

- Phase Three: The Remainder of the District
 - Approximately \$275,000 Capital Costs.
 - Acquire additional PRI lines at Admin before implementing remaining sites, so that PRI block from Admin can be shared as part of the original design.
 - Install sites and recover some existing yearly costs by eliminating a portion of the local Telco lines entering into each building.
 - Collect, inventory and sell any legacy hardware to third party for additional cost savings.





Project Phase Four

- Phase Four: The 2nd High School
 - Approximately \$50,000 Capital Costs, which are included in Telephone Systems line item for 2nd High School.
 - Determine if additional PRI lines at Admin are needed. If so, acquire additional PRI lines so that PRI block from Admin can be shared as part of the original design.
 - Install 2nd High School VoIP system.
 - Install 2nd High School WAN system.





Summary of Next Steps

- Re-write VoIP RFP and issue VoIP RFP. 11/06
- Request Approval from Board of Education for VoIP 12/06
- Award RFP for Phase One 01/07
- Install Phase One 01/07
- Issue RFP for WAN Upgrade 11/06
- Request Approval from Board of Education for WAN 12/06
- Award RFP for WAN Upgrade 01/07
- Install WAN Upgrade (Phase Two) 07/07
- Install VoIP (Phase Three) 07/07
- Purchase and Install Phase Four 06/08





ATTACHMENT C

November 15, 2006 RFP Emails

Endicott, Steve

From: Endicott, Steve
Sent: Wednesday, November 15, 2006 10:45 AM
To: Endicott, Steve
Subject: RFP's Available for download from Lewis-Palmer School District

You are receiving this email because you had requested to be informed of when Lewis-Palmer School District #38 had posted the RFPs for WAN Data Services and/or Telephone and Voicemail Systems Replacement. These RFP's are now available for download on the District's website at http://www.lewispalmer.org/goto/District_RFPs.

Both RFP's are also filed with the SLD under application #154310000592612.

Thank you for your interest in working with Lewis-Palmer School District #38

Steve Endicott
Director of Information Systems
Lewis-Palmer School District #38

#6 -
Phone System
Replacement

Endicott, Steve

From: Endicott, Steve
Sent: Tuesday, December 19, 2006 9:25 AM
To: Endicott, Steve
Subject: Addendum to Lewis-Palmer School District VoIP RFP
Attachments: Addendum - PhoneAndVoicemailSystemReplacement.pdf

Lewis-Palmer School District #38 would like to have each respondent to the VoIP RFP provide additional or clarification responses to specific questions regarding the above RFP. The District would also like to offer to each respondent the opportunity to provide a "Best and Final" pricing response. Please review the attached PDF document for specific information.

Thank you,

Steve Endicott
Director of Information Systems
Lewis-Palmer School District #38
<http://www.lewispalmer.org>

(719) 488-4078 Office
(719) 488-4079 Fax
(719) 491-8837 Mobile

Tracking:

ATTACHMENT D

VoIP RFP

Lewis-Palmer School District #38

REQUEST FOR PROPOSAL

"Phone and Voicemail Systems Replacement"

Proposal Due Date & Time

**WEDNESDAY, DECEMBER 13, 2006
2:00 p.m. (Mountain Time)**

#2 - Phone
System
Replacement
+ Modem



**Lewis-Palmer School District #38
146 N. Jefferson St / P.O. Box 40
Monument, CO 80132**

Lewis-Palmer School District #38

Request For Proposal

Proposal Number "06-LPSD Phone and Voicemail Replacement"

Due: "December 13, 2006" at "2:00 p.m." Mountain Time

Proposals shall be delivered to 146 N. Jefferson St., Monument CO 80132. Proposals must be in the physical possession of Lewis-Palmer School District #38 on or prior to the exact time and date indicated above. Proposals shall be clearly marked **"Sealed Proposal for 06-LPSD Phone and Voicemail Replacement"**. Proposals received by the correct time and date will be opened in the Technology Services conference room at 146 N. Jefferson St., Monument, CO 80132, and the name of each bidder will be publicly read. Proposals received after the correct date and time will be refused delivery or returned unopened.

Lewis-Palmer School District #38 (hereafter referred to as "District") seeks proposals to establish a 12 month contract, with the possibility to issue four one-year extensions, with a Service Provider to install and provide a **complete turn-key, fully managed telephone wide area voice service with "Centrex-Like" capabilities**. Ideally, the District would prefer a solution that is eligible for Priority One funding under the School's and Library's E-Rate program that uses industry standard protocols to all of Lewis-Palmer School District #38 Campuses, including the District Office. Terms will be dictated by E-Rate funding cycles stating allowable contract dates and contract termination dates. This contract may cover both E-Rate eligible and non-eligible items. If eligible and non-eligible items or services are bid, bidders must break out the non-eligible items and list them as such.

This solicitation consists of:

- Contract Offer
- Contract Acceptance and Award
- Terms and Conditions
- Project Overview
- Explanation of Scoring Matrix
- RFP Preparation Instructions
- Pricing sheets
- System Requirements Matrix Sheets
- Sample Proposal Scoring Matrix Sheet

Bidders are strongly encouraged to carefully read this solicitation thoroughly. Failure to examine any of the requirements will be at the bidder's risk.

Questions regarding this Request for Proposal should be directed to:

Contact: Steve Endicott, Director of Information Systems
Phone: (719) 488-4078
Fax: (719) 488-4079
E-Mail: sendicott@lewispalmer.org

Contract Offer

TO: Lewis-Palmer School District #38:

The undersigned hereby proposes and agrees to furnish Telephone Wide Area Voice services in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the proposal. Signature also certifies understanding and compliance with all Terms and Conditions.

Federal Employer Identification Number _____

E-Rate SPIN Number _____

Company Name _____

Address _____

City _____ State _____ Zip _____

Authorized Signature _____ Date _____

Printed Name _____ Title _____

Telephone Number _____ Fax _____

E-Mail Address _____

Website _____

Contract Acceptance and Award (District ONLY)

Your Offer is hereby accepted:

As Contractor, you are bound to provide Telephone Wide Area Voice Services listed by the attached award notice based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's proposal as accepted by Lewis-Palmer School District #38.

Awarded this _____ day of _____ in the year _____

By _____
for Lewis-Palmer School District #38

This contract shall begin on July 1, 2007, and remain valid until June 30, 2012, and may be extended in the "Extensions" section of this document, at the discretion of Lewis-Palmer School District #38. The Contractor is hereby cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a properly issued purchase order from the District, proper Funding Commitment Decision Letter from the Schools and Libraries Division of the Universal Service Administration Corporation and all appropriate E-Rate paperwork has been filed.

Bid Affidavit Signature Page

Company Name _____

Address _____

City _____ State _____ Zip _____

If awarded a contract, the Bidder will provide the equipment and services to The District in accordance with the terms, conditions, scope of work, specifications, and other documents of this Request for Proposal.

I, _____ the undersigned _____
(Print Name of Signer) (Print Office Held)

of the above named Bidder, being duly sworn and under oath, say and affirm this Date, that I hold the aforementioned Office in the above Bidder and I affirm the following:

AFFIDAVIT I

This is to certify that the Bidder or any person on his behalf has examined and understands the terms, conditions, scope of work, specifications and other documents of this solicitation. Furthermore the bidder or any person in his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of the referenced proposal.

AFFIDAVIT II

The bidder or any person in his behalf agrees to comply fully with any and all, local, state, and/or federal provisions that may regulate the bidder's business.

AFFIDAVIT III

Neither I, nor to the best of my knowledge, the Bidder, or any associate of the Bidder, nor any of its employees, or any subdivision thereof has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government.

AFFIDAVIT IV

The Bidder is a registered Telecommunications Service Provider, as recognized by the Schools and Libraries Division of the FCC and has a valid Service Provider Identification Number issued by the SLD and is in good standing with the SLD and FCC. The bidder or any person in his behalf agrees to comply fully with any and all Program Rules as set forth by the Schools and Libraries Division, Universal Service Administrative Corporation and/or the Federal Communications Commission as related to the E-Rate funding mechanism.

Signature: _____ Date: _____

Subscribed and sworn to before me, a Notary Public of the State of _____,

County or City of _____, this _____ day of _____ in the year _____,

Notary Public: _____

Terms and Conditions

BRAND NAMES

Use of brand names: Brand names, trade names, model numbers, and/or catalog numbers are used to indicate the character, quality, and/or performance equivalence of the commodity on which proposals are submitted. The use of the name of a manufacturer, brand, make or catalog number does not restrict the bidder from bidding suitable alternates. Any alternates bid must be fully interoperable with existing District systems. Bidders proposing alternates that require the replacement of existing equipment shall list and include pricing for replacement equipment in the base bid. The District reserves the right to decide whether alternates to the identified manufacturer and brand are in fact, equal to the equipment described in the invitation and compatible with existing District systems. The District will be the sole judge on the question of equal quality, and the District's decision shall be final.

CANCELLATION

Cancellation for convenience: The District reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when the District determines that action to be in its best interest. The contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the cancellation.

Cancellation for non-performance or vendor deficiency: The District reserves the right to cancel the whole or any part of this contract due to failure by the bidder to carry out any obligation, term or condition of the contract. The District may issue a written deficiency notice to the bidder for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Failing to adequately perform the services set forth in the specifications of the contract;
- Failing to complete the work required or furnish materials required within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving the District reason to believe that the bidder will not or cannot perform the requirements of the contract;
- Failing to observe any of the terms and conditions of the contract; and/or E-Rate program rules.

Upon receipt of a written deficiency notice, the bidder shall have ten (10) days to provide a satisfactory response to the District. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by the contractor under the contract shall become property of the District.

Contractor cancellation: The contractor may cancel this contract upon thirty (30) days written notice to the District prior to the intended termination date. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by the District.

Continuation of performance: The contractor shall continue to perform in accordance with the requirements of the contract, up to the date of cancellation and as directed in the cancellation notice.

CERTIFICATION

By signature in the proposal section of the Offer and Contract Award page, the bidder certifies that:

1. The submission of the proposal did not involve collusion or other anti-competitive practices;
2. The bidder shall not discriminate against any employee, or applicant for employment in violation of federal and state laws.
3. If awarded a contract, the bidder agrees that all students, staff and other individuals eligible to receive services will have equal access to the services regardless of race, religion, color, sex, disability, age or national origin (including language minority individuals);
4. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, tip, favor, or service to a public, or the District servant in connection with the submitted proposal or any other solicitation by the District.

CLARIFICATIONS

Clarifications: As used in the solicitation, clarification means communication with a bidder for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. It is achieved by explanation or substantiation as initiated by the bidder. Unlike discussion, clarification does not give the bidder an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision.

CONFIDENTIAL INFORMATION

Confidential information request: If a bidder believes that any or part of its proposal should be withheld from public inspection, i.e., trade secrets or proprietary information, a statement advising the District of this fact shall accompany the submission and the information shall be so identified wherever it appears. The District shall review the statement and shall determine in writing whether the information shall be withheld. If the District determines to disclose the information, the District shall inform the bidder in writing of such determination.

CONSTRUCTION SAFETY

Construction work on Lewis-Palmer School District #38 buildings shall be in compliance with the state fire code unless a fire code has been adopted by the city, town, county or fire district in which the building is located. Lewis-Palmer School District #38 buildings shall be constructed in compliance with applicable building, plumbing, electrical, fire prevention and mechanical codes adopted by the city, town, county or fire district in which the building is located. The condition of the site before start up will be agreed upon between the buyer and the contractor. The contractor shall assume full responsibility for the protection and safekeeping of any products stored on the premises. All construction work is subject to inspection by the District personnel, proper authorities and inspectors.

CONTRACTS

A response to this solicitation is an offer to contract with the District based upon the terms, conditions, scope of work, and specifications contained in this invitation. A solicitation does not become a contract unless and until the District accepts it. A contract is formed when the District's appointed representative signs the award document, eliminating the need for a formal signing of a separate contract. This contract is issued under the authority of the Lewis-Palmer School District #38 Governing Board. The contract may only be modified through a contract amendment within the scope of the contract. Changes to the contract, including the addition of work, materials or services, revision of payment terms, or substitution of work, materials or services, which are directed by an unauthorized individual or employee, or made unilaterally by the contractor, are violations of the contract and applicable law. Such changes, including unauthorized written contract amendments shall be void and without effect, and the contractor shall not be entitled to any claim under this contract based on those changes. A contract amendment is a written document signed by an authorized official of Lewis-Palmer School District #38 that is issued for the purpose of making changes in the contract. The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal, and properly issued the District purchase orders referencing the requirements of this Request for Proposal. If a firm submitting a proposal requires that the District sign an additional contract, a copy of the proposed vendor contract must be included with the proposal. The District will review proposed vendor contract documents. A vendor's contract document shall not become part of the District's contract with the vendor unless and until an authorized representative of the District signs and dates such document. In the event that this contract and the vendor provided contract, once properly executed by both parties, contradict one another, the Vendor contract shall take precedence.

COORDINATION

The contractor and buyer shall coordinate activities so as to avoid conflicts. The contractor will make every reasonable effort not to interrupt scheduled buyer activities with work under the contract. The contractor will notify the buyer of any construction work that may negatively impact scheduled buyer activities due to noise, etc. The contractor shall coordinate with other contractors and vendors so that work may be properly coordinated. The contractor shall employ such methods or means as will not cause any interruption of, or interference with, work of any other contractor on the project site.

DELIVERY

Vendor shall deliver conforming materials in each installment and may not substitute nonconforming materials. The District reserves the right to declare a breach of contract if the bidder delivers nonconforming materials or services to the District under this contract. Default in one installment will constitute total breach. Successful bidder agrees to pay for return shipment of goods that arrive in a defective or non-operable condition. Bidder agrees to arrange for return shipment of damaged goods. Delivery and installation timing will be scheduled upon receipt of the purchase order.

DOCUMENTATION

Vendor shall deliver all associated documentation to the District within fourteen (14) calendar days of the completion of the initial installation. Documentation shall consist of as-built drawings, configurations of all equipment, physical and logical maps of all installed connections and their respective locations. Documentation will be provided in hard copy and electronic formats.

E-RATE

This solicitation and resulting contract is wholly contingent on the successful funding of future E-Rate awards from the Universal Services Administration Corporation and at the option of Lewis-Palmer School District #38. Vendor shall honor all pricing and contract components regardless of E-Rate funding status. Lewis-Palmer School District #38 agrees to make clear to successful vendor at the time of purchase whether a purchase is using the E-Rate discount mechanism or is not using the E-Rate discount mechanism.

EVALUATION & AWARD

In accordance with all State, Federal and E-Rate rules and/or guidelines, award will be made to the responsive bidder with the attached scoring matrix. To qualify for evaluation, a bid must have been submitted on time, and materially satisfy all mandatory requirements identified in this document. Deviations or exceptions stipulated in a vendor response may result in disqualification. Language to the effect that the vendor does not consider this solicitation to be part of a contractual obligation may result in that vendor's bid being disqualified.

EXTENSIONS

Execution of this section by both parties will extend this contract until: _____

Vendor Signature: _____

District Signature: _____

Printed Name: _____

Printed Name: _____

Additional Extensions may be executed (signed and dated by both parties) and attached to this document.

FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; snow; earthquakes; tornadoes or violent winds; tsunamis; wind sheers; squalls; chinooks; blizzards; hail storms; volcanic eruptions; meteor strikes; famine; sink holes; avalanches; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

HIGH AVAILABILITY

The District defines high availability as a system or component that is continuously operational for a desirably long length of time. Availability can be measured relative to "100% operational" or "never failing." The District desires a system that can deliver a minimum of "Four Nines" (99.99%) uptime. This equates to approximately a total of 53 minutes of downtime in an annual period.

HIGH BANDWIDTH

The District defines high bandwidth as a connection between two locations that supports data transfer rates of at least 10mbps or higher in Full Duplex mode

INDEMNIFICATION

Contractor shall indemnify, defend, and save harmless Lewis-Palmer School District #38, from any and all claims, demands, suits, proceedings, loss, cost, and damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by the District on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of bidder, its employees, agents, representative, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of this agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of bidder and/or its subcontractors or claims under similar such laws or obligations. Contractor's obligation under this section shall not extend to any liability caused by the sole negligence of the District, or its employees. All parties to this contract agree to save harmless one another from simple negligence.

INSTALLATION

Equipment that requires professional installation shall be installed in accordance with the manufacturer's instructions and shall be accomplished by skilled and properly licensed and/or certified individuals. The contractor, in consultation with the District, will develop a schedule that clearly indicates construction milestones, time periods and deadlines. The contractor must be willing to coordinate its activities with those of other trades working on the same project. The standard of quality and performance indicated in the specifications and scope of work shall be understood as the minimum requirements only. Unless otherwise indicated in the specifications or drawings, all work shall be done in accordance with the specifications and recommendations of the manufacturer of the product to be installed. Where applicable, all work shall be accomplished in a manner so as to match adjacent existing work in the same area or on the same elevations. Under no circumstances will the contractor make adjustments to or alter in any manner the District's existing facilities without prior approval from the District's authorized representative.

INQUIRIES

Any and all questions related to this solicitation shall be directed in writing to the contact listed on the 2nd page of this document. The District prefers that all questions be submitted via electronic mail. No questions will be accepted after December 6, 2006, which is 7 days prior to the opening of the responses to the RFP. Any mailed inquiries related to this solicitation should not have the solicitation number on the envelope since it might be confused with a sealed proposal response and not be opened until the due date and time. Inquiry information can be found on page 2 of this solicitation.

INSURANCE

Prior to commencing services under this contract, the bidder shall procure and maintain during the life of this agreement, comprehensive public liability insurance, to include automobile liability, providing limits of not less than \$1,000,000 per occurrence. Evidence of the required insurance shall be provided by means of a certificate of insurance naming the District as the certificate holder and an additional insured. Prior to commencing any work, any subcontractor shall procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime bidder. Said insurance shall name the prime bidder and the District as additional insureds. All subcontractors will provide worker's compensation insurance, which waives all subrogation rights against the prime bidder and the District. The successful vendor shall also procure and maintain during the life of this contract, workers' compensation insurance for all of the vendor's employees engaged in work under this contract. All workers' compensation insurance will be in compliance with state statute and evidenced by a certificate of insurance.

LICENSES

Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by the bidder. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. The District reserves the right to stop work and/or cancel the contract of any contractor whose license(s) expire, lapse, are suspended or terminated.

NEW SCHOOL CONSTRUCTION

Currently, the District has eight schools that need to be considered under this RFP. However, the District is currently constructing a new high school to accommodate our increasing student population. The new high school is scheduled to open in August 2008 (E-Rate Cycle FY 08-09). While this RFP is focused on the existing eight schools, the District would be interested in seeing how the vendor plans on connecting this location to the proposed WAN. Any vendor response to support the new high school can be placed in Tab 16 of the RFP Response.

OFFER ACCEPTANCE PERIOD/WITHDRAWAL

Late proposals will be returned unopened within ten (10) days of request from bidder. In order to allow Lewis-Palmer School District #38 the opportunity to evaluate the proposals; Lewis-Palmer School District #38 requires that a proposal in response to this solicitation be valid and irrevocable for ninety (90) days after opening time and date. At any time prior to the specified due date and time a bidder may withdraw his proposal. After the opening time and date, proposals may not be withdrawn.

OVERVIEW

No right or interest in this contract shall be assigned by the bidder without prior written permission from the District, and no delegation of any duty of the proposal shall be made without prior written permission from the District. The District shall not unreasonably withhold approval and shall notify the bidder of its decision within thirty (30) days of receipt of written notice by the bidder.

In accordance with applicable state law, the bidder's books and records related to this contract may be audited at a reasonable time and place.

Proposals shall be opened at the time and place designated on the 2nd page of this document. The name of each bidder shall be publicly read and recorded in the presence of witnesses. Prior to award of a contract, proposals shall only be shown to the District staff and selected evaluators. After contract award, the proposals shall be opened for public inspection.

The bidder shall have extensive knowledge and at least three (3) years experience with the installation, maintenance and provision of the equipment, software or service proposal.

Throughout this document, there may be names of major businesses and their products. The names that appear without the trademark or service mark remain the property of their respective owners. The captions, illustrations, headings and subheadings in this solicitation are for convenience only and in no way define, limit or describe the scope or intent of the request. All materials and services shall be free of liens. Proposals must be for equipment on which the original manufacturer's serial number has not been altered in any way.

Any proposal that does not conform to the mandatory or essential terms, conditions and/or specified requirements for this solicitation may be considered nonresponsive.

If the original bidder sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. The District reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of the bidder.

In case of error in extension of prices in the proposal, unit prices shall govern. Periods of time, stated as a number of days, shall be in calendar days, not business days.

The contractor under this contract is an independent contractor. Neither party to this contract shall be deemed to be the employee or agent of the other party to the contract. The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

The sections of this RFP defining the scope of services, requirements, qualifications, etc., are not to be construed as a complete listing which exempts the successful bidder from reasonable services required to ensure successful performance under the contract.

PAYMENT

All invoices shall list the applicable the District purchase order numbers. Late fees are not permitted. All transactions are payable in U.S. currency only. Lewis-Palmer School District #38 will not process an invoice that doesn't match the purchase order. Incorrect purchase orders or invoices resulting in excess charges, no matter the cause of the error, when discovered, must be corrected by the vendor. Any excess payment must be returned to the District within thirty (30) days. Lewis-Palmer School District #38 will not process any incorrect E-Rate paperwork.

PREPARATION OF PROPOSAL & BID FORMAT

A proposal may be amended up to the time of opening by submitting a sealed letter to the place indicated on the front of this solicitation. The forms and format contained in the solicitation shall be used. Bidders may reproduce the forms and retype the information, but all of the required information is to be presented in the order requested. Telegraphic, electronic mail, or faxed proposals shall not be considered. It is the responsibility of all bidders to examine the entire solicitation package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Failure to examine any requirements shall be at the bidder's risk. Negligence in preparing a proposal confers no right of withdrawal after due time and date. Bids must be in the actual possession of Lewis-Palmer School District #38 on or prior to the exact time and date set for proposal opening.

One (1) original proposal and three (3) copies shall be submitted on the forms and in the format contained in the solicitation. The proposal and copies shall contain all descriptive literature, specifications, samples, etc. The proposal and copies shall both be submitted in three-ring loose-leaf binders. All bids must be completed in ink, on a computer, or typewritten. Forms may be filled by hand, but must be printed in ink. Illegible or vague proposals may be rejected. The proposal and contract offer and award document must be submitted with an original ink signature by the person authorized to sign the proposal. Erasures, interlineations or other modifications in the proposal shall be initialed by the person signing the proposal. Failure to sign the proposal and contract offer and award document, or to make other notations as indicated, may result in rejection of the proposal.

Lewis-Palmer School District #38 will not reimburse the cost of developing, presenting, or providing any response to this solicitation.

By responding to this proposal, bidder acknowledges agreement with all terms and conditions in the proposal documents. Should the bidder take any "exceptions" to the terms and conditions, a summary of the exceptions must be included in the proposal to be considered valid. Exceptions may be accepted or rejected by the District, and the District's decision shall be final.

PROJECT COMPLETION (Initial Installation)

Upon completion of the initial installation, the contractor shall present the District with all documents necessary to closeout the initial installation project as specified in the "documentation" section of this document. Even if final payments are made, if the District discovers an unfinished job that should have been completed, the contractor will complete the work in a timely fashion at no additional cost.

PROTESTS

A protest must be in writing and must be filed with Cheryl Wangeman, Chief Financial Officer of Lewis-Palmer School District #38. A protest of this solicitation must be filed before the solicitation due date and time. A protest of a proposed award or award must be filed within ten (10) days after the protester knows or should have known the basis of the protest, whichever is earlier. A protest must include:

1. The name, address and telephone number of the protester;
2. The original signature of the protester or its representative;
3. Identification of the solicitation by contract number;
4. A detailed statement of the legal and factual grounds of protest including copies of any relevant documents; and
5. The form of relief requested.

RED LIGHT RULE

Any vendor, or the sub contractor of any vendor, who is currently under, or has reason to believe that they may have a red light status under, the "Red Light Rule" by the FCC must disclose that information in this proposal. If any vendor, or the sub contractor of any vendor, is found to have a red light status under the FCC "Red Light Rule" during the term of this contract, this contract may be immediately terminated for violation of Affidavit IV of this document. The District will provide the vendor ten (10) days written warning of its intention to cancel the contract under this clause.

RIGHT TO ASSURANCE

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of its intent to perform. In the event that a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

SAFETY AND INDUSTRY STANDARDS

All items supplied and/or installed under this contract shall comply with the current applicable Safety and Health Standards of the State of Colorado, the National Electric Code, OSHA standards, IEEE standards, BICSI standards, EIA/TIA standards, and the NFPA Standards.

SCOPE OF WORK

Lewis-Palmer School District #38 is seeking a vendor to provide Telephone Wide Area Voice Services. An exact scope of work listing all pertinent details, including but not limited to, installation schedules, exact standards to be adhered to, as well as detailed drawings showing cable and equipment locations will be provided to the District by the vendor. This detailed scope of work will be delivered to the District once all E-Rate applications are filed, an FCDL is issued to Lewis-Palmer School District #38 and Lewis-Palmer School District #38 issues the vendor an official Purchase Order.

SHIPPING

Shipping errors/risk of transportation: Bidder agrees that shipping errors will be at the expense of the vendor. All risk of transportation and all related charges shall be the responsibility of the bidder. All claims for visible or concealed damage shall be filed by the bidder. The District will notify the bidder and/or freight company promptly of any damaged goods and shall assist the freight company/bidder in arranging for inspection. Shipments shall be F.O.B. destination. Title and risk of loss of material or service shall not pass to the District until it actually receives the material or service at the point of delivery, unless otherwise provided in this document.

SITE REQUIREMENTS

Contractor shall clean up and remove all debris and rubbish resulting from his work as required or directed by the District. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition. No vendor shall begin a project for which the site is not prepared by the District, unless the vendor decides to do the preparation work at no cost. Site preparation includes things like moving furniture, installing wiring for power, and similar pre-installation requirements. Contractors shall take all necessary precautions for the safety of employees on the worksite, and shall erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of workers and the public. They shall post danger warning signs against the hazards created by their operation and work in progress. Proper precautions shall be taken pursuant to state law and standard construction practices in order to protect workers, the general public, and existing structures from injury or damage. Contractors must also notify the District when any work to be performed by the Contractor may cause disruption(s) and/or distraction(s) to the teaching and/or learning environments. In the event of a potential disruption or distraction to such environments, the Contractor may need to schedule such work so that it occurs outside of the normal business/classroom hours.

SITE SURVEY

The District will not be holding a general site survey for this project. If a vendor wishes to arrange a site survey, it will be the vendor's responsibility to request in writing to the contact listed on the 2nd page of this document. The District prefers that all requests be submitted via electronic mail. No requests for a site survey will be accepted after December 6, 2006, which is 7 days prior to the opening of the responses to the RFP. Any mailed requests for a site survey regarding this solicitation should not have the solicitation number on the envelope since it might be confused with a sealed proposal response and not be opened until the due date and time. Inquiry information can be found on page 2 of this solicitation.

SPECIFICATIONS

The fact that a manufacturer or supplier chooses not to produce or supply equipment, supplies, or services to meet the specifications in the RFP will not be considered sufficient cause to adjudge these specifications as restrictive. Bidders shall utilize equipment and supplies, as well as offer services that they believe come closest to meeting these specifications. If the vendor deviates from the specifications in the RFP, the reasons for each deviation must be stated. Failure to detail all deviations may be sufficient grounds for rejection of the entire bid. All specifications in this solicitation are designed to enable a bidder to satisfy a requirement for a service. A specification may be expressed as a standard, a part of a standard, or independent of a standard. No specification is intended to unnecessarily limit competition by eliminating items capable of satisfactorily meeting the actual needs of the procurement. Any bidder who believes a specification is unnecessarily restrictive, and submits a bid, must indicate such in its initial response.

STATE REPLACEMENT CONTRACT

Lewis-Palmer School District #38 reserves the right to reject all responses to this document and use a State Replacement Contract or any other established procurement contract accepted by state procurement regulations governing Lewis-Palmer School District #38 for all or part of the products and/or services covered under this document.

SUSPENSION OR DEBARMENT

If, within the past five (5) years, any firm, business, person, or vendor submitting a bid has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government, including the SLD, the bidder must include a letter with its response or bid setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Failure to supply such a letter or to not disclose in the letter all the pertinent information shall result in the cancellation of any contract. By signing the bid section, the bidder certifies that no current suspension or debarment exists.

SYSTEM REQUIREMENTS

The District is requesting a vendor to implement a district-wide telephony system that connects the eight (8) School locations, Central Administration, Maintenance and Transportation facilities. The proposed solution must leverage the District's existing wireless Wide Area Network, wherever possible, and must consider the addition of a minimum of two additional sites in the future. Each remote site must include a minimum of two (2) POTS (Plain Old Telephone Service) line per remote site which will be incorporated into the school sites phone system to provide survivability in the event the wireless WAN is unavailable between the Central Administration building and the remote sites.

The District intends to select a centralized voicemail system to support the entire voice network. The voice-processing platform will reside at the Central Administration facility with voicemail, auto attendant, and audio-text functionality. The voicemail system must be seamlessly integrated with the phone system, and support up to a minimum of 750 mailboxes. Seamless integration is defined as digital set emulation, out of band (SMDI) or direct IP integration. Analog integration which requires an in band signal or off hook condition to perform transfers and message waiting activation is not considered seamless.

The District intends to not manage and support its own voice communication systems, but have this service be a fully managed, "Centrex-Like" system where the vendor responding fully supports the proposed system.

Please refer to the System Requirements Scoring Matrix Sheets for specific requirements for the Telephone, Voicemail, Attendant Consoles, and Systems Management specifications.